

4-0160
02-23

ARTICLE 1 - RECOGNITION

In accordance with the provisions of the New Jersey Employer - Employee Relations Act, the Hackensack Board of Education, hereinafter referred to as the Board, hereby recognizes the Hackensack Education Association, hereinafter referred to as the Association, as the representative designated for the purposes of collective negotiation by the majority of the non-supervisory certificated teaching and certificated non-teaching employees and non-supervisory paraprofessional (aides), clerical, and cafeteria employees employed by the Hackensack Board of Education and excluding any employees whose duties, all or in part, are of a supervisory nature within the meaning of the New Jersey Employer - Employee Relations Act.

ARTICLE 2 - NEGOTIATIONS PROCEDURE

A. Not later than October 30 of the calendar year preceding the calendar year in which the Agreement expires, the Board and the Association agree to enter into collective negotiations on a successor agreement to this contract in accordance with Chapter 303, Public Laws-1968, as amended.

B. By November 15, the Association shall present its entire written proposals to the Board and the Board shall present its entire written proposals to the Association.

C. Not later than January 1, the Superintendent shall conduct a conference with the Negotiating Team of the Association for the purpose of discussing the making available the tentative budget under consideration

by the Board, the finalized line item school budget, and all other pertinent records, data and information which are part of the public record of the school system.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Definition of Grievance

1. A "grievance" shall mean a complaint by a regularly employed employee or employees of the Board that there has been to him or them an actual personal loss or injury because of an interpretation, application or violation of policies, agreements, and administrative decisions affecting him or them.

2. Additionally, and as detailed more fully below (Section B, Paragraph 4), the Association shall have the right to employ this grievance procedure.

3. A complaint will not be processed as a grievance under this procedure if it involves or applies to: a complaint of a non-tenure employee which arises by reason of his not being re-employed, a complaint by any certificated personnel occasioned by lack of appointment to or lack of retention in any position for which tenure is either not possible or not required, and in matters where a method of review is prescribed by law, or by any rule, regulation, or by law of the State Commissioner of Education or the State Board of Education. Any non-tenure employee who is not offered a succeeding contract shall be permitted a conference with the Superintendent, if requested, to discuss the non-renewal of his employment. Any certificated employee who has not been reappointed to a position for which tenure is

either not possible or not required shall be permitted a conference with the superintendent, if requested, to discuss his not having been reappointed to such position.

4. A grievance to be considered under this procedure must be initiated by the employee within 30 calendar days of its occurrence or within 30 calendar days after the employee would reasonably be expected to know of its occurrence.

B. Procedures

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. The time limits may be extended by mutual agreement in writing. Every effort shall be made, however, to process grievances as rapidly as possible and the number of days indicated should be considered as a maximum. Failure to appear at a scheduled hearing without reasonable cause shall constitute abandonment of the grievance.

2. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3. An employee shall have the right to present his own grievance

or to designate a representative to appear with him at any step in his appeal. A minority organization shall not present or process grievances. The Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

4. If in the judgment of the Association a grievance affects ten or more employees, the Association may process such a grievance by providing a listing of names of at least ten of said employees.

5. The order of appeal for all members of the professional staff and aides shall be first to the (1) Department Head, if there is one, then to the (2) Principal, (3) Superintendent, and (4) Board. There shall be the following exceptions: for psychologists, social workers, and learning disabilities specialists the order of appeal shall be to the (1) Director of Special Services, then to the (2) Superintendent, and the (3) Board. For all other members of the non-teaching staff the order of appeal shall be first to the (1) Immediate Superior, then to the (2) Assistant Superintendent for Business, (3) Superintendent, and the (4) Board.

6. An employee who has a grievance shall discuss it first with the Immediate Superior as indicated in Paragraph B. 5 above in an attempt to resolve the matter informally at that level. The Immediate Superior shall schedule a meeting with the Grievant and/or his representative to be held within two school days of notification to him by the Grievant or his representative that a grievance is being presented. If the Immediate Superior does not so schedule a meeting, the Grievant

may proceed to the next step.

7. If the matter is not resolved to the satisfaction of the Grievant within 2 school days of the discussion with the Immediate Superior he may, within 3 school days of the date of the discussion, set forth his grievance in writing to the Authority listed in Step Two of the Order of Appeals specifying (a) the nature of the grievance, (b) the nature and extent of the injury or loss, (c) the results of the previous discussions, and (d) the basis for his dissatisfaction with the decisions previously rendered. The Authority listed in Step Two of the Order of Appeals shall, before holding the hearing with the Grievant and before rendering his decision, advise the Association through the Office of the Superintendent of the pendency and nature of such grievances unless it is clear that the Association is representing the Grievant in the presentation of the grievance. When a member of the negotiating unit is not represented by the Association in the presentation of his grievance, the Association shall have the right to have a representative be present at the hearing before said Authority with Grievant and at subsequent grievance hearings and state the views of the Association with regard to the grievance, and the Association shall be notified in writing of the disposition of the grievance at this and all subsequent steps. The Authority shall communicate his decision to the Grievant and Association in writing within 3 school days of re-

ceipt of the written grievance. If the Authority is the Superintendent, he shall have 8 school days from receipt of the written grievance to communicate his decision in writing to the Grievant and Association.

8. If the Step Three Authority is the Superintendent, the Grievant may, no later than 3 school days after receipt of the decision of the Step Two Authority, appeal in writing to the Superintendent reciting the matter submitted in the prior step as stated above and the Superintendent shall have 8 school days from receipt of the written grievance to hold a hearing and to communicate his decision to the Grievant and Association in writing.

In the case of grievances initiated after May 15th, in those cases where the Superintendent is the Authority listed in Step Three of the Order of Appeals, the appeal to the Authority listed in Step Two may, at the option of the Grievant, be combined with and made part of the appeal to the Superintendent. The Superintendent shall have 8 school days from receipt of the written grievance to communicate his decision in writing to the Grievant and Association.

9. If the grievance is not resolved to the Grievant's satisfaction at the level of the Superintendent he may, no later than 5 school days after receipt of the Superintendent's decision, request a review by the Board. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall

hold a hearing with the Grievant, if so requested, within 15 calendar days of the date of receipt by the Superintendent of the request for review by the Board and shall review the grievance and shall render a decision in writing within 30 calendar days of receipt of the grievance by the Superintendent for review by the Board or within 15 calendar days of the hearing with the employee, whichever comes later.

10. If the Grievant is dissatisfied with the decision of the Board, he may request arbitration under the provisions of this Agreement, such request to be made in writing to the Superintendent no later than 5 school days after the written decision of the Board has been received. The Superintendent shall send a copy of the request to the Association, if the Association has not joined the Grievant in submitting the request, and the Association may be present at the hearing before the arbitrator and state the views of the Association with regard to the grievance.

11. The following procedure will be used to secure the services of an arbitrator:

a. Within 3 school days of receipt of the written request for arbitration, a request shall be made by the Grievant to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator to assist in the settlement of the grievance and willing to conduct hearings outside of school hours.

b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list within 3 days of receipt of same, either party may request the American Arbitration Association to designate an arbitrator.

12. The Arbitrator shall limit himself to evidence and arguments presented to him by the parties or their representatives and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board. The report of findings and recommendations of the Arbitrator shall be recommendatory or advisory only, except that they shall be final and binding on both parties when contract items are in issue. Only the Board, the Association, the Grievant and his representatives shall be given copies of the Arbitrator's report of findings and recommendations. This shall be accomplished within 15 calendar days of the completion of the hearing. Such report of findings and recommendations shall be kept confidential and shall not be disclosed by either party or their representatives to any other person nor shall such report of findings and recommendations be released, directly or indirectly, all or in part, by the parties or by the Arbitrator for a period of 15 calendar days after issuance to the parties by the Arbitrator. Either party may, after review of the Arbitrator's report and recommendations, affirm or modify its previous position. Each party shall, within 15 calendar days of receipt of the Arbitrator's

report and recommendations, notify the other in writing of the affirmation or modification of its previous position.

C. Costs

1. Each party will bear the total of the costs it has incurred.

2. The fees and expenses of the Arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

3. The written request for arbitration provided for in Paragraph 10 preceding shall contain a certification of assumption of obligation to pay one-half of the fees and expenses of the Arbitrator by the Grievant or by the Association as authorized by the President.

4. Hearings related to the process of arbitration will be conducted outside of school hours.

ARTICLE 4 - EMPLOYEE RIGHTS

A. Employees shall enjoy all rights granted under and by virtue of the provisions of Chapter 303 of the Laws of 1968 and amendments thereto or any other laws of the State of New Jersey, the United States, and the Constitution of the United States and of the State of New Jersey. They shall not be discriminated against, coerced, or reprimanded, by virtue of their exercise of such rights.

B. No student's grade shall be changed without prior discussion and consultation with the teacher involved.

ARTICLE 5 - ASSOCIATION RIGHTS

A. Display of Association Material

1. The Board will provide bulletin boards in the schools for the use of the Association. Location shall be determined by the Principal after receiving recommendations from the Association. Any dispute as to location can be made the subject of a grievance. Material placed on the bulletin boards which are in areas other than those locations limited to faculty use to which the public does not have access shall be subject to the approval of the Principal, which approval shall not be unreasonably withheld.

2. In the event of a question relating to material to be placed on the bulletin board, the matter shall immediately be referred to the Superintendent.

3. Bulletin boards will be provided as follows: one board to a school with a faculty of 35 teachers or less, two boards to a school with a faculty of 35 to 70 teachers, and 3 boards to a school with a faculty of 70 teachers or more. In all schools at least one board will be placed in each faculty lounge and reserved faculty eating area.

4. Seven copies of the minutes of the official Board of Education meeting shall be given to the President of the Association as soon as they are available.

B. Meetings of Non-Teaching Personnel

Non-teaching personnel shall be granted by the Board, free of charge, a place to hold monthly meetings, upon submission of the "Application for Use of Public School Facilities" form. The designated area shall be sufficiently large to accommodate the membership of the requesting body.

ARTICLE 6 - BOARD RIGHTS

The Board reserves to itself sole jurisdiction over matters of policy and

retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, to demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted and (f) to take whatever actions may be necessary to carry out the mission of the school district.

ARTICLE 7 - SCHOOL CALENDAR

A. A joint committee on school calendar shall be established and shall consist of two representatives selected by the Executive Board of the Association and two representatives appointed by the Board. The non-voting chairman of the committee shall be the Superintendent, making the total a committee of five. The committee shall meet to consider and recommend to the Board a calendar for the ensuing year. The committee shall submit its recommendations to the Board prior to January 1st, or as soon thereafter as the recommendations are completed.

B. The school calendar for the ensuing year as determined in Paragraph A shall be as set forth in Schedule A, appended. Such calendar shall not be changed except in case of emergency. Any change in the calendar shall follow the procedure outlined in A above.

ARTICLE 8 - TEACHING HOURS OF WORK

A. All teachers are required to be on duty 15 minutes before the indi-

vidual school opens to children and to remain on duty each day, except Friday, for at least 15 minutes after the regular dismissal time for children. On Friday all teachers shall be permitted to leave 5 minutes after the regular dismissal time for children. However, all members of the professional staff shall devote to their assignments the time necessary to meet their responsibilities. These hours shall be subject to change for such purposes as, but not limited to, attendance at meetings and special assignments as determined by the Superintendent and principal.

B. Teachers shall have a daily 40-minute lunch period free of assigned duties except that elementary teachers shall have rotating supervisory assignments.

C. The teachers' total work day for the following school year shall be decided annually before the current school year ends.

1. An ad hoc committee for the purpose of presenting recommendations for establishing the school day shall be created for each building based on one teacher representative for each elementary school grade or one teacher representative for each department for the Middle School and High School.

2. Membership on each ad hoc committee shall be by a vote of the teachers of each grade or department within each school building.

3. Each building principal shall chair his committee and shall make a determination after a careful consideration of all recommendations.

D. Mondays are to be set aside and reserved for Association meetings unless, within the discretion of the Superintendent, there is an urgent need for a different school activity on any particular Monday.

E. Within his discretion the Superintendent may suspend after school activities as feasible to make it possible for teachers to attend a general meeting of the Association.

F. When feasible, teachers shall in addition to their lunch period have daily preparation time during which they shall not be assigned to any other duties.

G. A one-half ($\frac{1}{2}$) day teaching session shall be established for all Pre-K through Grade 8 classes on the last day of school.

ARTICLE 9 - TEACHER - STUDENT RATIO

Within the budgetary and financial limitations of the school district, the Board shall continue its policy of achieving class size which produces maximum educational benefits.

ARTICLE 10 - NON-TEACHING DUTIES

A. Aides shall be employed to assist elementary teachers in supervision of the noon-hour programs and to relieve teachers of lunchroom and playground assignments.

B. An ad hoc committee shall be established as soon as possible after the date this Agreement is signed. The purpose of the committee shall be to consider and make recommendations concerning non-teaching duties in all schools, the assignment of para-professionals to these schools and clerical aides in the guidance department for the school year in which this contract is

in effect. The committee shall consist of three (3) representatives selected by the Association, three (3) representatives selected by the Board, and the Superintendent or Assistant Superintendent for Instruction as non-voting chairman. All recommendations shall be submitted in writing to the Board, with a copy to the Secretary of the Association, not later than May 15 of the current year. The Board shall act upon the recommendations at the regular meeting in May of the current year.

ARTICLE 11 - HOME INSTRUCTION AND SPECIAL EDUCATION

A. In September, the Department of Special Services shall notify all teachers that the list of Home Instruction teachers is being prepared for the current school year. Any teacher, including those not regularly employed by the Board, may have his name added to the list any time during the year by notifying the Department in writing. All Home Instruction assignments shall be made by the Department from this list.

B. Openings for Home Instruction shall be posted in each school as they occur and interested teachers whose names appear on the list may apply to the Department of Special Services. The qualifications of all applicants shall be evaluated by the Department of Special Services. If two or more teachers apply and are judged to be equally qualified for the opening, priority shall be offered to the student's assigned teachers. If these teachers are unable to accept the assignments, priority shall be given to those teachers employed by the Board by seniority.

C. Compensation for Home Instruction shall be at the rate of eight dollars (\$8.00) per hour.

D. Special Education teachers shall receive \$350 extra compensation per year.

ARTICLE 12 - EMPLOYEE FACILITIES

A. The Board shall provide smocks for art, home economics, and science teachers. Proper laundering service for these items shall be provided without charge to teachers.

B. Rooms suited to the duties of each teacher shall be assigned to him in each school in which he works to permit the effective discharge of his responsibilities to his pupils.

C. Except in cases of emergency, class sessions shall not be interrupted by announcements made over the public address system. Two-way public address systems shall be redesigned so as to eliminate any breach of privacy.

D. All textbooks and workbooks shall be available to teachers each school year by September 1st. If for any reason these materials will not be available, teachers will be notified prior to September 1st.

E. In the elementary schools the Board shall provide a central place where sample texts, workbooks, and other teaching materials are available for teachers' use.

ARTICLE 13 - SUPERINTENDENT-TEACHER ADMINISTRATION COMMITTEES

A. Building Liaison Committee

The principal of each school building and the Association building representatives, to be selected by the Association teaching staff in each school, shall meet twice each school year, once in each semester, to discuss concerns

of the school. The numbers of such representatives in each building shall be determined on the following basis: one representative for each thirty-five members of the Association teaching staff per building. However, in no case shall the number of representatives meeting with a principal be less than two nor more than five. The time and date of each meeting shall be mutually agreed upon by the principal and the representatives.

B. Superintendent Level Liaison Committee

The Association President and one other representative designated by him shall meet with the Superintendent and one other administrator designated by him twice each school year, once in each semester, to discuss concerns of the teaching staff. The time and date of each meeting shall be mutually agreed upon by the Superintendent and the Association President.

ARTICLE 14 - ADVISORY COUNCILS

A. Faculty Advisory Council

1. The Faculty Advisory Council shall continue as soon as possible after the effective date of this Agreement. It shall consist of three (3) representatives appointed by the Board, the president of the Association or his designee and two (2) representatives selected by the Executive Board of the Association. The Council shall meet at least five (5) times every school year to consider all matters relating to the education of the pupils, and the effective operations of the district.

2. The non-voting chairman of the Council shall be the Superintendent, who will prepare the agenda for meetings to include all items submitted by any

member of the Council . The Council shall have an advisory function only . All recommendations of the Council shall be submitted in writing to the Board and a copy to the Secretary of the Association .

B. Non-Teaching Staff Advisory Councils

1. Three (3) staff advisory councils , one for educational secretaries , one for cafeteria employees , and one for aides , shall be established as soon as possible after the effective date of this Agreement . Each shall consist of four (4) representatives of the respective non-teaching staff group . Each Council shall meet at least four (4) times each school year to consider all matters relating to non-teaching operations in the school system , and at their first meetings consider the following specific items :

- a. Procedures for the development of job descriptions and grade assignments .
- b. A written policy setting forth the procedures by which an employee may be promoted to a higher position .

2. The non-voting chairman of each Council shall be the Superintendent or his designee . A representative of the Association may sit in on the meetings as an observer . The Council shall have an advisory function only . All recommendations of the Council shall be submitted in writing to the Board . The Council shall establish its own rules for operation .

3. The Councils may consult and meet with any other member or members of the staff as may be appropriate to the topic under consideration .

C. All service by members of the Councils shall be voluntary.

ARTICLE 15 - SICK LEAVE

A. All employees may be absent twelve (12) days per year for personal illness without loss of pay. All unused days are to be accumulated from year to year. Additional sick leave may be granted at the discretion of the Board upon the recommendation from the Superintendent

B. A physician's certificate shall be submitted in the case of personal illness which extends beyond five (5) work days when required by the Superintendent.

C. When a teacher exhausts sick leave, he shall not have a full deduction in salary but only the deduction of the cost of a fully certified substitute.

D. Absence because of personal illness which was brought about by a workman's compensation case shall not be deducted from the accumulated sick leave.

ARTICLE 16 - TEMPORARY LEAVES OF ABSENCE

A. One day of leave shall be granted each year for personal business, household, or family matters which require absence during school hours. When possible, the applicant shall apply for such leave 5 calendar days in advance, except in cases of emergency. The applicant for such leave shall not be required to state the reason for taking it other than that he is taking it under this section, except in cases of emergency, when he shall explain the nature of the emergency. Leave days shall not be taken at the beginning or end of a vacation period. Granting of days of leave shall be in accordance with the operational needs of the school system as defined

by the Superintendent.

B. Unused personal leave days shall be accumulated to a total of three for the purposes stated above. Unused leave days beyond three shall be accumulated and added to accumulated sick leave. (See Article 15, Paragraph A).

C. Up to three (3) days leave per school year may be granted, with the approval of the Superintendent or his designee, for the purpose of visiting other schools or for attending meetings or conferences of an educational nature.

D. In the event of death in the immediate family five (5) days leave inclusive of Saturdays, Sundays, or holidays shall be granted. The immediate family is defined to include the employee's spouse, parent, parent-in-law, child, sibling, and any other member of the immediate household. In the case of death in the immediate family for which absence extends beyond the five days allowed with pay, there shall be a deduction of one-half pay. The length of time of one-half pay deduction shall be upon the recommendation of the Superintendent and approved by the Board. In the event of death of a relative defined as outside of the immediate family, one day of leave shall be granted.

E. Other temporary leaves of absence with pay may be granted for good reason by the Board upon the recommendation of the Superintendent.

ARTICLE 17 - EXTENDED LEAVES OF ABSENCE

A. The Board agrees that up to one (1) teacher designated by the Association may, upon request, be granted a leave of absence without pay for up

to one (1) year for the purpose of engaging in activities of the Association, its affiliates or any recognized professional improvement group.

B. A leave of absence without pay of up to two (2) years may be granted to any employee who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher and is a full-time participant in any of such programs, or accept a Fulbright Scholarship.

C. Military leave without pay shall be granted to any employee who is inducted or enlists following notification of induction, or may be granted to any employee who requests leave to enlist in any branch of the armed forces of the United States for the period of said induction or initial enlistment or to the spouse of any employee who is so inducted to join him for a period of special training in preparation for duty overseas in combat zones.

D. Any employee who becomes pregnant shall notify the Superintendent in writing of her pregnancy not later than by the end of the third month of pregnancy. The employee may request maternity leave without pay and such leave shall be granted. The leave of absence or resignation shall become effective no later than at the end of the month in which the employee is five (5) months pregnant. A later effective date for maternity leave may be permitted upon request only with the approval of the Superintendent.

1. Maternity leave shall extend for a period of at least three (3) months to twenty-four months (24) after delivery of the child. Any exception to this must have the approval of the Superintendent. One year renewals of maternity leave may be granted by the Board upon

request. Maternity leave time may not exceed five (5) years from the date of delivery of the child.

2. The Superintendent shall be informed of interrupted pregnancy. The disposition of such cases shall be determined in conference with the employee and such medical personnel as is advisable.

3. Any female employee adopting an infant child under school age shall be entitled to all the benefits of maternity leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of adoption.

(note: Subject to the final decision in the case of Miller vs. Pequannock Board of Education)

E. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

F. The Board may grant a leave of absence without pay to any employee to campaign for a candidate for public office other than himself or to campaign for or serve in public office.

G. All benefits to which an employee was entitled at the time his leave of absence, when related to Sections A, B, and/or C of this article, commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return. He shall be assigned to the same position, if available, he held at the time said leave commenced.

H. Other leaves of absence without pay may be granted by the Board for good reason.

ARTICLE 18 - SABBATICAL LEAVES

A. A sabbatical leave shall be granted to a teacher upon the recommen-

ation of the Superintendent and the approval of the Board for study, travel, or other educational purposes.

B. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a minimum of five (5) teachers at any one time. The fifth sabbatical leave shall be granted for a full year only. Special approval of the Board will be required for additional sabbaticals.

1. In order to be eligible for sabbatical leave, applicants shall have completed at least seven years of professional employment by the Board or by any other school system approved by the Board.
2. No sabbatical leave will be granted for more than a full academic year nor less than one-half academic year.
3. Compensation for a teacher granted sabbatical leave shall be one-half of his contract salary if he is granted a full year's leave or full salary if he is granted a half year's leave.
4. Requests for sabbatical leave shall be submitted to the Superintendent by using the formal application blank prepared by the Sabbatical Leave Committee (Section 6) before November 1 of the academic year preceding the year for which the leave is requested.
5. Any teacher to whom a sabbatical leave has been granted shall be required to return to his assigned duty for at least one (1) full year. Any teacher failing to return to the Hackensack school system shall be required to reimburse the Board of Education to the extent of the compensation received during the sabbatical, except when said teacher is incapacitated or ill to the extent that he is unable to return to his duties,

or in the event that he has been released from this obligation for good and sufficient cause as solely determined by the Board of Education.

6. A sabbatical leave committee shall meet with the Superintendent after November 1 to consider all requests for sabbatical leave. The committee shall include two members appointed by the Association President and two members appointed by the Board. The Superintendent shall consider the recommendations of the committee before making recommendations to the Board.

7. Each November at the regular meeting of the Board, the Superintendent will recommend those teachers for sabbatical leave for the following academic year.

ARTICLE 19 - INSURANCE

The Board shall pay the full cost of health insurance premiums for individual employees and their dependents' coverage under the New Jersey Public and School Employees Health Benefit Plan.

ARTICLE 20 - EXTRA COMPENSATION

Extra compensation for extra-curricular activities shall be determined by the Board after considering the recommendations of the Extra Compensation Committee. Until this committee reaches its conclusions and submits them to the Board, extra compensation shall remain as per current practice.

ARTICLE 21 - EMPLOYMENT CONTRACTS, NON-TENURE TEACHERS

A. Employment contracts for the ensuing year for non-tenure teachers shall be issued not later than February 15. In the event that contracts cannot

be processed by that date, letters of intent to issue such contracts shall be sent by February 15. This deadline may be waived by a teacher employed after the beginning of the school term in September.

B. Each non-tenure teacher offered a new employment contract for the ensuing year shall, within two weeks of its receipt, notify the Board of his acceptance or rejection of the contract.

ARTICLE 22 - EMPLOYEE PROMOTIONS

A. All openings for positions paying a salary differential and all administrative and supervisory positions in regular day schools, evening schools, summer schools and federal projects, shall be adequately publicized and well defined by the Superintendent in accordance with this procedure.

Notices of all vacancies shall be posted for at least 15 days prior to the final date for the submission of applications. A notice of any vacancy to be filled shall be posted in each school with a copy to be sent to the Association. The notice shall include the final date for the submission of applications to the Superintendent, the date on which all applicants will be notified as to their acceptance or rejection, the qualification for the position, the duties, and the rate of compensation. In the event that any revision is made in the provisions of the notice of promotional vacancy, new notices shall be posted for at least 15 days. During this time additional applications shall be accepted. Each applicant shall receive acknowledgement of the receipt of his application stating the date the application was received. Until an application is withdrawn it shall be kept on file in the Superintendent's office for consideration when future vacancies occur for which the applicant qualifies.

B. Notice of vacancies occurring after the close of school in June and before the opening of school in September shall be sent to the homes of all employees not on duty in the job category for which the opening exists .

C. In filling vacancies consideration shall be given to the applicant's area of competence, major and minor fields of study, quality of past performance, attendance record, prior experience in such positions, and when all factors are substantially equal, preference shall be given to employees in Hackensack Public Schools .

D. Notice of appointments to positions shall be posted in each school .

ARTICLE 23 - METHOD OF SALARY PAYMENT , TEN-MONTH EMPLOYEES

A. Salary checks of ten-month employees shall be distributed semi-monthly on an optional ten or twelve month basis and shall be issued on the fifteenth and last working day of each month . Annually, not later than September 1 , each ten-month employee shall have the opportunity to select for the ensuing year either the ten or twelve-month plan .

B. All employees selecting the twelve-month pay plan shall have the option of collecting the salary accumulated for July and August together with the June 30 salary payment . To exercise this option the employee must notify the Payroll Office not later than June 1 .

C. Upon application by an employee, provisions will be made for Central Bergen Teachers Federal Credit Union savings and loan payroll deductions .

ARTICLE 24 - SUBSTITUTES

The Board agrees at all times to maintain a list of substitutes . They shall

be provided with appropriate orientation and shall have had training for all types of teaching assignments at the level they are expected to teach by the Administration. The Board agrees to employ persons from this list when available including substitutes for specialists with classroom responsibilities.

ARTICLE 25 - EVENING HIGH SCHOOL, EVENING SCHOOL FOR FOREIGN BORN ADULTS, SUMMER SCHOOL, FEDERAL PROJECTS

A. All openings for positions in the Evening High School, Evening School for Foreign Born Adults, Summer School, federal projects, and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be publicized by the Superintendent in accordance with the procedure for publicizing promotional vacancies set forth in Article 22, Paragraph A of the Agreement.

B. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Hackensack Public School District. When all factors are substantially equal, preference shall be given first to teachers who have taught the subject area and/or grade level in question during the regular school year and then to teachers who have taught the grade and/or subject in question on a regular basis at any time during the preceding year or years. Teachers employed in the Hackensack Public School District shall have priority to such assignments before appointment to applicants from outside the district.

C. Compensation for evening school shall be at the rate of \$8.00 per hour.

D. Compensation for summer school shall be at the rate of 7% of base annual

salary for teaching a six (6) week program. The minimum salary for teaching a six (6) week program shall be \$850. A week shall consist of five (5) days, four and one-half (4½) hours per day. Compensation for teaching a program of lesser duration shall be prorated accordingly.

E. Articles 1, 2, 3, 4, 5, 6, 12 (Paragraphs A, B, and C), 13 (for evening schools), 22, 40, and 42 of the Agreement shall apply to teachers holding positions in the Evening High School, Evening School for Foreign Born Adults, Summer School, and federal programs.

F. A minimum of 33% of the teachers represented by the Association shall be employed for six (6) weeks in the 1972-73 summer school session in accordance with compensation set forth in Paragraph D. of this Article.

ARTICLE 26 - HEALTH SERVICES PERSONNEL

A joint committee representing nurses and administration shall be established to consider and make recommendations on the Association proposals. This committee shall consist of three (3) members to be appointed by the Association and three (3) members to be appointed by the Board. The Superintendent or his designee shall serve as non-voting chairman. All of the recommendations of the committee shall be submitted in writing on or before December 15, to the Board with a copy to the Secretary of the Association.

ARTICLE 27 - NON-TEACHING STAFF VACATIONS

A. Twelve-month non-teaching employees shall be entitled to the following paid vacation time:

1. After one year, 10 days
2. After seven years, 15 days
3. After fourteen years, 20 days

B. Ten-month clerical and secretarial employees shall be entitled to the following vacation time to be scheduled between September 1 and June 30:

1. After one year, 8 days
2. After seven years, 13 days
3. After fourteen years, 17 days

C. Ten-month cafeteria employees shall be entitled to five days salary paid in lieu of vacation after one year of service. Vacation salary payment shall be made in lump sum on June 30. If employment is terminated prior to June 30, a proportionate lump sum vacation salary payment shall be made.

D. Schedules for such vacations in the ensuing year shall be based upon individual requests and arranged by the building principal before April 15. No more than one-half of the clerical staff shall be on vacation at one time. In the event of conflicting requests, determination shall be based upon seniority.

E. Central Office personnel shall have at least one week of their vacation time during the summer recess. Other vacation time shall be scheduled at the discretion of the immediate supervisor. All such schedules for the ensuing year shall be determined before April 15, and, in the event of conflict, on the basis of seniority.

F. Vacation time shall be taken between July 1 and June 30, or as otherwise specified above, and shall not be carried over from one year to the next.

ARTICLE 28 - NON-TEACHING STAFF HOLIDAYS

Members of the non-teaching staff shall have work holidays with pay

as set forth in Schedule B, appended.

Ten-month cafeteria employees shall be entitled to two days salary paid in lieu of the holidays as set forth in Schedule B. appended.

ARTICLE 29 - CAFETERIA TENURE

A. Any cafeteria employee who is regularly employed for at least four hours per day and has been or shall have been so employed for three consecutive years, shall hold his employment under tenure during good behavior and efficiency and shall not be dismissed or suspended or reduced in compensation except for neglect, misbehavior or other offense.

ARTICLE 30 - LIBRARY PERSONNEL

All full-time library aides shall be called Library Assistants. This title change shall not cause loss of tenure or seniority.

ARTICLE 31 - TRAVEL EXPENSE ALLOWANCE

A. All personnel who are required to regularly service two or more buildings will receive a travel expense allowance according to the following schedule:

<u>Number of Buildings</u>	<u>Monthly Payments</u>
2	\$ 6.00
3	11 .00
4	16 .00
5	21 .00
6	26 .00

The determination of the number of buildings each employee must service regularly will be made by the Assistant Superintendent for Business. The maximum payment to an individual will be twenty-six dollars (\$26.00)

monthly, except as otherwise stated in the Agreement.

B. All other travel compensation as authorized by the Superintendent or Assistant Superintendents shall be at the rate of ten cents (\$.10) per mile.

ARTICLE 32 - PAST PRACTICES

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations, administrative practices and/or policies of the Board in force on said date shall continue to be applicable during the term of this Agreement.

ARTICLE 33 - MISCELLANEOUS PROVISIONS

A. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of the Agreement, either party shall do so in writing to the following:

1. If by the Association, to the Superintendent of Schools, Board of Education, 355 State Street, Hackensack, N.J. 07601
2. If by the Board, to the Association in care of its President at his address.

B. Any dispute relating to a conflict between an individual employee's contract and this Agreement shall be resolved through the grievance procedure.

C. If any provision of the Agreement is found to be in violation of any statute or of any ruling or decision of the Commissioner of Education or the State Board of Education, the remaining provisions of this Agreement shall remain in force and effect.

ARTICLE 34 - SALARY GUIDES

A. Professional Salary Guide

Step	BA	BA+16	BA+32 or MA	MA+30	Dootorate
1	9100	9300	9800	10900	11900
2	9400	9600	10150	11400	12400
3	9700	9900	10500	11900	12900
4	10050	10250	10900	12400	13400
5	10400	10600	11300	12900	13900
6	10750	10950	11800	13400	14400
7	11100	11350	12350	13950	14950
8	11450	11750	12975	14550	15550
9	11850	12200	13575	15150	16150
10	12350	12700	14275	15800	16800
11	12850	13200	14975	16650	17650
12	13500	13850	15775	17550	18550
13	14275	14650	16575	18540	19540

B. Clerical Salary Guide

Step	I	II	III	IV	V	VI	VII
1	5410	5830	6290	6780	7310	7910	8570
2	5530	5960	6450	6960	7510	8130	8810
3	5660	6100	6610	7140	7710	8350	9050
4	5790	6240	6760	7320	7910	8580	9290
5	5910	6370	6920	7500	8110	8790	9530
6	6040	6510	7080	7680	8310	9010	9780
7	6160	6650	7240	7850	8510	9240	10020
8	6290	6780	7390	8030	8710	9460	10260
9	6420	6920	7550	8210	8900	9680	10500

Any individual on the clerical salary guide obtaining one of the five certificates offered by the National Association of Educational Secretaries in the Professional Standards Program will receive additional compensation annually as follows:

<u>Certificate</u>	<u>Amount</u>
Basic	\$ 200
Associate Professional	300
Advanced	400
Professional	400
Masters	400

Any individual on the clerical salary guide holding two or more certificates will receive the stipend of the higher certificate.

Such individuals will submit to the Superintendent evidence of having obtained any of the certificates no later than October 1 in order to achieve credit in that school year.

Upon completion of ten (10) years of regular employment by the Board of Education all clerical and secretarial employees shall receive longevity pay of one per cent (1%) of the base annual salary for each five (5) years of employment. In calculating longevity pay, each group of five (5) years of employment will be determined in accordance with Policy No. 4244 of the Hackensack Board of Education, Policies, Regulations and By-Laws.

C. Cafeteria Salary Guide

Step

1	2.21	2.42	2.99	3.31	3.57	3.89	4.20	4.52
2	2.26	2.47	3.05	3.41	3.68	3.99	4.31	4.62
3	2.31	2.52	3.10	3.52	3.78	4.10	4.41	4.73
4	2.37	2.58	3.17	3.62	3.89	4.20	4.52	4.83
5	2.44	2.65	3.24	3.73	3.99	4.31	4.62	4.94
6	2.50	2.71	3.32	3.83	4.10	4.41	4.73	5.04
7	2.56	2.77	3.39	3.94	4.20	4.52	4.83	5.15
8	2.65	2.86	3.51	4.04	4.31	4.62	4.94	5.25
9	2.78	2.99	3.68	4.20	4.46	4.78	5.09	5.41

Upon completion of ten (10) years of regular employment by the Board of Education all cafeteria employees shall receive longevity pay of one per cent (1%) of the base annual salary for each five (5) years of employment. In calculating longevity pay, each group of five (5) years of employment will be determined in accordance with Policy No. 4244 of the Hackensack Board of Education, Policies, Regulations and By-Laws.

D. Library Assistants Salary Guide

Step

1. 5355

2. 5670

3. 5985

4. 6405

E. Early Childhood Aides Salary Guide

Step

1. 3045

2. 3310

F. Classroom Aides Salary Guide

Step

1. 3835

2. 4200

G. Noon Hour Aides Salary Guide

\$2.55 per hour

SCHEDULE A.

School Calendar for the Year 1973-74

August	30	Thursday	Orientation for new teachers
September	3	Monday	Labor Day (legal holiday)
	4	Tuesday	Opening Conference (all teachers)
	5	Wednesday	All pupils report
	27,28	Thursday, Friday	Rosh Hashanah (schools closed)
October	8	Monday	Columbus Day (legal holiday)
	22	Monday	Veteran's Day (legal holiday)
November	6	Tuesday	Election Day (1:00 p.m. dismissal)
	15,16	Thursday, Friday	NJEA Convention (schools closed)
	22,23	Thursday, Friday	Thanksgiving Recess (schools closed)
December	21	Friday	Christmas Recess (schools close regular time)
January	2	Wednesday	Schools Reopen
	15	Tuesday	Martin Luther King Day (schools closed)
February	11-15	Monday-Friday	Winter Recess (schools closed)
	18	Monday	Washington's Birthday (legal holiday)
April	12	Friday	Good Friday (schools closed)
	15-19	Monday-Friday	Spring Recess (schools closed)
May	27	Monday	Memorial Day (legal holiday)
June	27	Thursday	Schools close for summer
	28	Friday	All teachers report for close-out

Days Open = 183

September	16	February	14
October	21	March	21
November	18	April	16
December	15	May	22
January	<u>21</u>	June	<u>19</u>
	91		92

If any of the extra three (3) days reserved in the school calendar for emergency school closings remain unused, the school system may be closed that remaining number of days providing that 180 days have been held. If a greater number of days than three (3) are required for emergency closing, it is understood that the make-up time could affect the Spring Recess.

SCHEDULE B

Non-Teaching Staff Calendar, 1973-74

July	4	Wednesday	Independence Day
September	3	Monday	Labor Day
	28	Friday	Rosh Hashanah
October	8	Monday	Columbus Day
	22	Monday	Veteran's Day
November	15,16	Thursday, Friday	NJEA Convention
	22,23	Thursday, Friday	Thanksgiving Recess
December	25	Tuesday	Christmas Day
January	1	Tuesday	New Year's Day
January	15	Tuesday	Martin Luther King Day
February	18	Monday	George Washington's Birthday
April	12	Friday	Good Friday
May	27	Monday	Memorial Day

Total possible days above 15

Recess days 4

Total 19

ARTICLE 35 - DURATION OF AGREEMENT

This Agreement shall be effective for the period July 1, 1973 to June 30, 1974, for all employees represented by the Association unless an extension is agreed to in writing by both parties.

In witness whereof the parties hereunto set their hands and seals this

13th day of November, 1973.

For the Hackensack Board of Education

William E. Brown
(president)

James J. [illegible]
(secretary)

For the Hackensack Education Association

Robert J. [illegible]
(president)

Frank [illegible]
(secretary)

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